

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wellements, LLC		05/21/2009	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	Bora Bora, Ltd		
Street Address:	1050 17 Street		
Internal Address:	Suite 1000		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80265		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3550245	BORA BORA	
CORRESPONDENCE DATA			
Fax Number:	(516)663-6705		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	516-663-6505		
Email:	spersaud@rmfpc.com		
Correspondent Name:	John A. DeMaro		
Address Line 1:	1425 RXR Plaza		
Address Line 4:	Uniondale, NEW YORK 11556		
NAME OF SUBMITTER:	John A. DeMaro		
Signature:	/John A. DeMaro/		
Date:	11/16/2010		

900177484

TRADEMARK
REEL: 004414 FRAME: 0705

OP \$40.00 3550245

Total Attachments: 2

source=BORA BORA ASSIGNMENT#page1.tif

source=BORA BORA ASSIGNMENT#page2.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated May 21, 2009, is entered into by and between Wellements, LLC, an Arizona limited liability company, with an address of 8435 N. 90th Street, Suite 7, Scottsdale, AZ 85258 ("Assignor") and Bora Bora, Ltd, a Colorado corporation with an address of 1050 17 Street, Suite 1000, Denver, CO 80265 ("Assignee").

RECITALS

A. Assignor is the owner of the marks identified on Schedule A attached hereto (the "Marks")

B. Pursuant to the Asset Purchase Agreement dated May 8, 2009 between Assignor and Assignee, Assignor agreed to assign its right, title and interest in the Marks to Assignee as a successor to and as part of the on-going business acquired by Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows:

Assignor hereby assigns to Assignee all right, title and interest, including common law rights, in and to the Marks, including the right to file for protection of the Marks, together with the goodwill of the businesses associated with the Marks, and that portion of the business which is ongoing and existing to which the Marks pertain. Assignor agrees to perform, at Assignee's request, all acts and to execute all documents necessary for Assignee to perfect its ownership in and to the Marks.

IN WITNESS WHEREOF, this Assignment has been signed on behalf of each of the parties hereto as of the date first written above.

WELLEMENTS, LLC

By: [Signature]

Name: KEYVAN TAHERI

Title: CEO/PRESIDENT

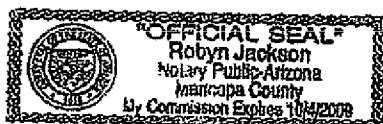
Dated: May 22, 2009

On this 22 day of May, 2009, the foregoing Assignment was executed before me by Keyvan Taheri, CEO of Assignor, on behalf of Assignor

My Commission Expires: Oct. 4, 2009

By: [Signature]

NOTARY PUBLIC



2190785714853 002

BORA BORA, LTD.

By: [Signature]

Name: Earle D. Bellamy

Title: Vice President & General Counsel

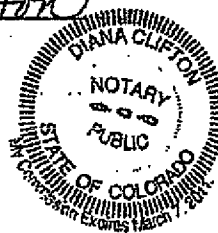
Dated: May 21, 2009

On this 21 day of May, 2009, the foregoing Assignment was executed before me by Earle D. Bellamy, Vice President & General Counsel of the Assignee, on behalf of Assignee

My Commission Expires: March 7, 2011

By: [Signature]

NOTARY PUBLIC



SCHEDULE A

MARK	COUNTRY	APP. NO. / REG. NO.
BORA BORA	Canada	1,284,161
BORA BORA	United States	3,550,245
BORA BORA	Mexico	983014
BORA BORA	European Community (CTM)	4800835

2190785/14853 002